

AG Contract No KR99-0261TRN  
ADOT ECS File No. JPA 99-01  
Project: Happy Valley Road TI  
Section: @ I-17  
TRACS No: H 4628 01C

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

91670

THIS AGREEMENT is entered into 11 May, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's improvement project at Happy Valley Road and I-17, the City agrees to participate up to \$150,000 00, as shown on Exhibit "A": attached hereto and made a part hereof, toward the construction of the roundabout inner island traffic interchange, to improve traffic movements at the intersection of the ramps and crossroad, herein referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 23986  
Filed with the Secretary of State  
Date Filed: 05/11/00  
Robert Taylor  
Secretary of State

- Vicky D. Shuenewald

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Upon execution of this agreement, invoice the City an amount not to exceed \$150,000.00, unless the City provides prior written approval, for the City's participation in the Project.

b. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Coordinate with the City and incorporate City design review comments as appropriate.

c. Call for bids and award one or more construction contracts to accomplish the Project on behalf of the City. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion and acceptance of the work by the State, provide maintenance to the Project, inside the State control of access.

### **2. The City will:**

a. Upon execution of this agreement and receipt of an invoice from the State, remit an amount not to exceed \$150,000.00 for City's participation in the Project.

b. Review the design documents and provide comments as appropriate.

c. Be responsible for any design consultant or contractor claims for extra compensation due to delays or whatever reason attributable to the City.

d. Upon completion and acceptance of the work by the State, provide maintenance to the Project, outside the State's control of access.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

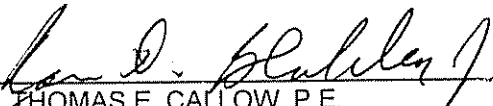
Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

City of Phoenix  
Street Transportation Department  
Attn: Thomas Godbee, Freeway Coordination Office  
200 W. Washington - 5th floor  
Phoenix, AZ 85003-1611


Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

By   
THOMAS E. CALLOW, P.E.  
Interim Street Transportation Director

**STATE OF ARIZONA**  
Department of Transportation

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

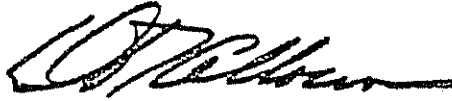
ATTEST

By   
VICKY MIEL  
City Clerk

RESOLUTION

BE IT RESOLVED on this 11th day of February 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities for the construction of a roundabout inner island traffic interchange at Happy Valley Road and I-17

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

ORDINANCE NO. S-26980

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF INTERIM TRAFFIC CAPACITY IMPROVEMENTS TO THE HAPPY VALLEY ROAD AND INTERSTATE SEVENTEEN INTERCHANGE; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:


SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the Arizona Department of Transportation for the design and construction of interim traffic capacity improvements to the Happy Valley Road and Interstate Seventeen interchange.

SECTION 2. The City Controller is authorized to disburse funds in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for purposes of this Ordinance.

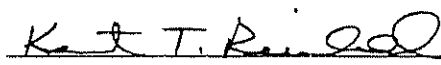
PASSED by the Council of the City of Phoenix this 22<sup>nd</sup> day of March,  
2000.

  
MAYOR

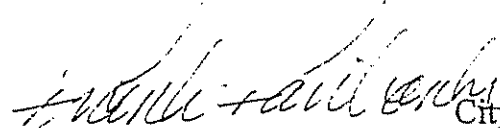
ATTEST:

 **ACTING** City Clerk

APPROVED AS TO FORM:

 **ACTING** City Attorney  
D.B.

REVIEWED BY:

 City Manager

200 MAR 21 PM 4:27  
CITY CLERK DEPT.

**CITY OF PHOENIX  
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.  
Refer to the City Council Agenda Process Reference Guide for Assistance

<b>ACTION REQUESTED</b>	Formal Action:	OR	Legal Document:
	Bid Award <input type="checkbox"/>		Ordinance <input type="checkbox"/>
	License Application <input type="checkbox"/>		Resolution <input checked="" type="checkbox"/>
	Public Hearing <input type="checkbox"/>		Emergency Clause? <input type="checkbox"/>
	Other <input type="checkbox"/>		(for use only w/ord. or res. requests)

<b>IMPACTED DISTRICT(S)</b>	DISTRICT 1	<b>ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?</b>	<input type="checkbox"/>
<b>SUBJECT</b>	INTERCHANGE IMPROVEMENTS - HAPPY VALLEY ROAD AT I-17		

<b>REQUESTED AGENDA DATE</b>	4/5/2000	<b>PREPARED BY</b>	Name J. Donald Herp, P.E. Department Street Transportation Phone 262-4872
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<b>APPROVALS</b>	Division Head:	J. Donald Herp, P.E.	If prepared for another department: Department Name:
	Department Head:	Thomas E. Callow, P.E.	
			Approval:

<b>BID AWARD INFORMATION</b>	Bid Surety Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/>
	Submitted by Low Bidder? <input type="checkbox"/>	Amount? _____
	Contract Required? <input type="checkbox"/>	Requisition No. _____

<b>CONTRACT INFORMATION</b>	Contract Amendment? <input type="checkbox"/>	
	If Yes, Current Contract No. _____	
	Approved by: _____	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/>
		on Date: _____

<b>BUDGET INFORMATION</b>	\$ 150,000.00	To Be Encumbered? <input checked="" type="checkbox"/>
	Source of Funds:	Fiscal Year? _____
	Arizona Highway User Revenue	
	Fund Center(s) (SAP-FM):	ST85100151-C
	Commitment Item(s) (SAP-FM):	
	Availability of Funds Approval: Lauri L. Wingenroth	

<b>CITY MANAGER'S OFFICE</b>	Approved by Jack Tevlin 3/14/2000	CM Control No. 42
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<b>CITY CLERK DEPARTMENT</b>	Council Action Taken: Adopted	
	Ordinance Number: S-26980	RCA No. 30520
	Resolution Number:	Contract No. 91620
	Comments:	Meeting Date 3/22/2000
		Item No. 64

ITEM

DISTRICT 1

INTERCHANGE  
IMPROVEMENTS - HAPPY  
VALLEY ROAD AT I-17

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Request authorization for the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the design and construction of interim traffic capacity improvements to the interchange of Happy Valley Road at I-17. Also request the City Controller to disburse the funds. The agreement will define the responsibilities between the two agencies with respect to funding, design, construction, and maintenance.

The City will contribute \$150,000 to these improvements. These funds were paid by developers adjacent to the interchange in lieu of making other road improvements.

Citizen Notification

Citizen notification is not necessary for this project. No right-of-way is needed for the project, and there is no abutting development that will be impacted by the proposed improvements.

F:\SEC\_SVCS\TEC\RCA\RCA00019.DOC



## ITEMIZED ESTIMATE

PROJECT NUMBER: 017 MA 218 H 4628 01 L

ROUTE: I-17

LOCATION: Happy Valley Road T.I. @ I-17

August 27, 1998

ITEM	UNIT	QUANTITY	PRICE (\$)	AMOUNT (\$)
Remove Existing Pavement	SY	11,480	5.00	57,400
Remove Guardrail	LF	1,500	2.00	3,000
Remove Embankment Curb	LF	2,670	1.50	4,000
Remove and Salvage Cattleguards	EA	2	1,200.00	2,400
Borrow	CY	54,000	3.50	189,000
Asphaltic Concrete (Misc. Struct.) (4")	Ton	6,160	40.00	246,400
Aggregate Base Course (10")	CY	7,600	25.00	190,000
Asphaltic Concrete Friction Course (Misc.)	Ton	1,540	55.00	84,700
Guard Rail	LF	400	20.00	8,000
Guard Rail Terminal	EA	4	3,000.00	12,000
Concrete Curb	LF	4,990	15.00	74,900
Pipe, Corrugated Metal, 30" (Extension)	LF	136	40.00	5,400
Pavement Marking (Thermoplastic)	LF	5,900	0.50	3,000
Remove and Salvage Existing Light poles	EA	6	500.00	3,000
Relocate Existing Lighting Load Center	LSUM	1	2,000.00	2,000
Intersection Lighting	LSUM	1	30,000.00	30,000
Signing	LSUM	1	15,000.00	15,000
Seeding	ACRE	2	2,000.00	4,000
Right-of-Way Fence	LF	450	5.00	2,300
<b>SUBTOTAL</b>				<b>937,000</b>
Erosion Control (1%)				9,400
Construction Survey (2%)				18,700
Quality Control (2%)				18,700
Water Supply/Dust Palliative (2%)				18,700
Maintenance/Protection of Traffic (15%)				140,600
Mobilization (10%)				93,700
Construction Engineering & Contingencies (30%)				281,100
<b>TOTAL CONSTRUCTION COST</b>				<b>1,518,000</b>
Preliminary Engineering				151,800
Right-of-Way Acquisition				6,000
<b>TOTAL PROJECT COST</b>				<b>1,676,000</b>
City of Phoenix Participation				(150,000)
<b>ADOT PROJECT COST</b>				<b>1,526,000</b>

JPA 99-01

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20 day of APRIL, 2000.

Kent T. Reinbold

**ACTING** City Attorney

*DLB*



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0261TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 3, 2000.

JANET NAPOLITANO

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/624722

Enc.